

**The conditions of sale as applied at Ambassador Auctioneers :**

The highest accepted bidder shall be the purchaser. The Auctioneer has the right to regulate the bidding. He may furthermore withdraw any item at any time. The Auctioneer does not hold himself responsible for any error in description. A bid shall be taken as proof that the bidder has made him/herself acquainted with the lots for which he/she bids. No goods may be removed until paid for. All bids are exclusive of VAT. **All sales are final and voetstoets.**

The purchaser shall not be entitled to possession of any of the purchases until the total purchase price of all his/her purchases has been fully paid in cash. In the event of the purchaser failing to pay the full purchase price of any lot within the prescribed time or fails to comply with any other terms of sale, the auctioneers shall retain a possessory lien on all lots of the purchaser and have the right to resell such lots for and on behalf of the purchaser by public auction or private sale without the notice of any kind to the purchaser. Should the auctioneers resell any lots, the proceeds therefrom (after deducting commission and any costs) shall be credited to the original purchaser's account and the original purchaser shall forthwith upon demand, pay to the auctioneers, as damages any deficiency arising from the resale. The auctioneers act merely as agents for and on behalf of the seller and no lawsuits or claims whatsoever can be made against them.

In the event of the seller or the auctioneer personally or on the behalf of the seller instituting legal proceedings against the purchaser, the following shall apply:

- ✓ Such proceedings may be at the election of the seller or the auctioneer and will be instituted in a magistrates court having jurisdiction over the person of the purchaser in terms of Section 28 of the magistrates court Act no. 32 of 1944 notwithstanding the fact that the claim or the value of the matter in dispute might exceed the jurisdiction of such magistrates court, and
- ✓ The seller or the auctioneer as the case may be shall be entitled to claim payment of the legal costs from the purchaser on an attorney and client basis, and
- ✓ The purchaser shall be deemed to have selected and appointed as his *domicilium citandi et executandi* the address inserted by him/her on the buyers card signed by him/her.
- ✓ A certificate issued under the hand of the auctioneer setting forth the amount arising from of the purchaser's indebtedness in respect of the purchase price due by the purchaser arising from and out of any sale by the auctioneer shall constitute conclusive proof of such indebtedness by the purchaser and shall further constitute a liquid document for the purpose of provisional sentence, summary judgment or otherwise. The purchaser should he/she be the successful bidder on any lots in a representative capacity, hereby binds him/herself as surety and co-principle debtor for all obligations of the concern that he/she represents.

**Also take note of the following:**

- ✓ **Voetstoets** means that you accept the state or condition that the item or goods are in, whether tested or not, at the time of the sale. Items that have been tested and marked with a tick means that the item has power and was found to be in a fair condition when tested. This however **does not constitute any form of warranty or guarantee whatsoever** regarding the condition of such items.
- ✓ All buyers are bound by the Conditions of Sale and Auction Rules as well as any announcements made by the auctioneer at the commencement of and during the sale whether or not he/she is present at the time of making such announcements.
- ✓ **All sales are final and voetstoets or "as is"**. The auctioneer's vendor roll of sale is final and binding on all buyers.
- ✓ No guarantees, no returns and no refunds.
- ✓ All bids are exclusive of **8% buyer's commission** plus VAT thereon.
- ✓ A Refundable **R2,000 CASH-Deposit** payable upon registration, purchases exceeding R30,000 will require **R5,000 CASH-Deposit**.
- ✓ FICA requirements applicable upon registration. Only one bidder per buyers number.
- ✓ Items bought on auction that are not removed by the stipulated/announced date and time, will be subject to storage fess of **R300 p.d.**
- ✓ Our premises is under 24 hour constant CCTV surveillance. Right of admission is reserved.

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**AUCTION HOUSE: SEWE GEWELS AFSLAERS BK T/A AMBASSADOR AUCTIONEERS**

**ADDRESS: 41 MEEU STREET, EAST LYNNE, PRETORIA, 0186**

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**WEB ADDRESS: [www.ambassadorauctions.co.za](http://www.ambassadorauctions.co.za)**

1. The sale by auction at Ambassador Auctioneers is not subject to a reserve price.
2. The auctioneer or his agent shall not be entitled to bid up to the reserve price on behalf of the owner.
3. The rules of auction comply with section 45 of the Consumer Protection Act, Act 68 of 2008 (the Act).  
SECTION 45.  
(i) In this section, "auction" includes a sale in execution of or pursuant to a court order, to the extent that the order contemplates that the sale is to be conducted by an auction.  
(ii) When goods are put up for sale by auction in lots, each lot is, unless there is evidence to the contrary, regarded to be the subject of a separate transaction.  
(iii) A sale by auction is complete when the auctioneer announces its completion by the fall of the hammer, or in any other customary manner, and until that announcement is made, a bid may be retracted.
4. The auction will commence at the published time and will not be delayed to allow any specific person or more persons to take part in the auction.

5. A person who attends the auction to bid on behalf of another person (i.e. on behalf of a company) must produce a letter of authority that expressly authorises him or her to bid on behalf of that person. Where a person is bidding on behalf of a company the letter of authority must appear on the letterhead of the company and must be accompanied by a certified copy of the resolution authorising him or her to bid on behalf of the company.
6. The auctioneer will during the auction announce the reason for the auction unless that reason is the normal and voluntary disposal of property by the seller.
7. Anyone that intends to bid at the auction must register his or her identity on the bidder's record prior to the commencement of the auction and such registration must meet the requirements of FICA (Financial Intelligence Centre Act, 2001) in respect of the establishment and verification of identity of the person and the person must sign the registration entry.
8. The bidder's record and the vendor roll will be made available for inspection at the offices of Ambassador Auctioneers during normal business hours without the charge of a fee. The bidders' record will also be available for inspection at the auction.
9. The conduct of the auction is subject to the control of the auctioneer who has the sole right to regulate the bidding procedure.
10. The sale shall be by the rise and the goods shall be sold to the highest bidder subject to the auction rules and the Conditions of Sale.
11. Every prospective bidder must read and sign the Conditions of Sale and pay a refundable **CASH** deposit in the amount of R2,000 upon registration and may not bid unless he or she has done so. Only 1 (one) bidder per buyers number. A bid taken from an unregistered person will be invalid.
12. Furthermore, any buyer who exceeds a total purchase amount of R30,000 will be required to increase his/her deposit to R5,000 (CASH). Such bidder will be notified by a staff member.
13. Every bid shall constitute an offer to purchase the goods for the amount bid, which the auctioneer may accept or reject in his/her absolute discretion.
14. In the event of any dispute between two or more bidders, the lot may be put up again and resold or the auctioneer may declare the purchaser. The decision of the auctioneer shall be final and binding. Collusion between buyers will not be tolerated.
15. Any error by the auctioneer shall be entitled to be corrected by him.
16. No bid may be withdrawn after the fall of the hammer, or in the case of the sale being "Subject to Confirmation" until the expiry of the confirmation period that is provided for in the Conditions of Sale, during which time the offer shall be open for acceptance by the seller or his agent and if the offer is accepted, the sale shall be deemed to be a sale by auction for purposes of the Act.
17. All goods remain at the risk of the purchaser from the fall of the hammer until removal. Ambassador Auctioneers will accept no liability whatsoever for any loss due to theft, damage or otherwise.
18. A valid TV License and copy of license holder required on TV purchases – No Exceptions.
19. All accounts must be finalised and paid in full at the conclusion of each sale or before 12 noon the following day by means of Cash, Cash Deposit (+1.5% Levy on all cash deposits), Credit/Debit Cards or onsite EFT. No Cheques accepted. Buyers who do not return their buyers card will not receive their deposit until they do so.
20. **Rules of auction to be read in conjunction with conditions of sale which will form the bidder's record once signed by the bidder upon registration.**